

INDIANA ATTORNEY GENERAL UNCLAIMED PROPERTY DIVISION



REQUEST FOR PROPOSALS FOR SECURITIES LIQUIDATION AND CUSTODY SERVICES

Date of Issuance:	January 23, 2006
Date Proposals Due:	February 23, 2006 12:00 PM EST
RFP #:	RFP-6-01
Contact:	Becky Yuan Director of Unclaimed Property Office of the Attorney General 35 South Park Blvd Greenwood, IN 46143
Fax number:	(317) 883-4537
E-mail:	<u>Becky.Yuan@atg.in.gov</u>

Indiana Unclaimed Property Division Web Site:
<http://www.indianaunclaimed.com>

RFP-6-01
UPD ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

The Office of the Attorney General (OAG) requires securities liquidation and custody services. It is the intent of the OAG to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation UPD, and specifications contained in this document.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

IAC	The Indiana Administrative Code
IC	The Indiana Code
Implementation	The successful installation of securities liquidation and custody services as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	A response to this RFP.
Respondent	Person or entity making a proposal.
Services	Work to be performed as specified in this RFP.
UPD	The Unclaimed Property Division of the Office of the Attorney General. The UPD is governed by IC 32-34-1. The function of the UPD is to collect all property that has become legally unclaimed according to state law and to locate the rightful owner of that property or the owner's heirs. Indiana banks, corporations, and other business entities are required to report unclaimed property to the UPD each year.
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

1.3 PURPOSE OF THE RFP

The OAG seeks to contract with a Respondent(s) to receive and deposit, take custody of, sell and remit proceeds of securities. Responsibilities shall include:

- o Receipt of securities delivered to the State of Indiana in certificate form and or by DTC (Depository Trust Company)
- o Deposit of shares into and maintenance of custody account
- o Sale of securities as instructed by OAG designated staff
- o Maintenance of all securities transaction records including deposit dates, trade dates, sale information and share proceeds
- o Monthly report of all sales activity and account balance
- o On-line account access for OAG designated staff
- o Training with on-line application and communication with staff as needed.
- o Wiring funds to State of Indiana account

1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

UPD One -- A description of many factors affecting the proposal process and procedures.

UPD Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

UPD Three -- A general discussion of the method that will be used by an evaluation team in selecting a Respondent to recommend to State officials with whom to enter contract negotiations.

Attachments -- Details supporting this basic RFP document.

1.5 ISSUING OFFICE

In accordance with Indiana statute, the OAG has issued this RFP. The content has been prepared by the staff of the OAG and others. This RFP is being posted to the State of Indiana website (<http://www.in.gov/idoa/proc>). One copy of this RFP may be provided free of charge. A nominal fee will be charged for providing additional copies.

1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the OAG no later than **12 p.m. Eastern Standard Time on February 23, 2006**. Each Respondent must submit one original (marked "Original") and four (4) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. No more than one proposal per Respondent should be submitted. Each copy of the proposal must follow the format indicated in UPD Two of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Becky Yuan
Director of Unclaimed Property
Office of the Attorney General
35 South Park Blvd
Greenwood, IN 46143

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the OAG after the due date and time will not be considered. Any late proposals will be returned,

unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

Caution to Respondents about shipping/mailling: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the designated department. It is the responsibility of the Respondent to make sure that solicitation responses are received by the OAG on or before the designated time and date.

All questions regarding this RFP must be submitted in writing to the above address no later than **12 p.m. Eastern Standard Time on February 6, 2006**. Inquiries may also be submitted via fax **(317-883-4537)** or email to **Becky.Yuan@atg.in.gov** and must be received by the OAG by the time and date indicated above. Questions submitted after 12 p.m. will not be considered. Following the question due date, OAG personnel will assemble a list of the compiled questions asked by all Respondents. The responses will be distributed to all Respondents. Only answers signed by the Director of the Unclaimed Property Division will be considered official and valid by the State. No negotiations, decisions, or actions shall be initiated by any Respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of OAG. Such action may disqualify Respondent from further consideration for a contract as a result of this RFP.

1.7 PRE-PROPOSAL CONFERENCE

It is the decision of the State that a pre-proposal conference will not be held.

1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing or by fax notice received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the OAG after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be posted by the OAG. If such addendum issuance is necessary, the OAG reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

1.9 PRICING

The OAG requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date. The OAG requests that a flat standard rate be applied for the proposal as opposed to a variable percentage of securities transactions.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost. Respondents must include all components and an estimated budget that breaks down costs for all services provided.

The OAG recognizes there are certain industry practices for service providers. However, the OAG encourages Respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP and the selection of a service provider.

1.10 DISCUSSION FORMAT

The State reserves the right to conduct discussions, either oral or written, with those Respondents determined by the State to be reasonably viable to being selected for award. If discussions are held, the State may request best and final offers. The OAG will schedule all discussions. Any information gathered through oral discussions should be confirmed in writing.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the State's requirements.

The State reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint. The State reserves the right to reopen discussions after receipt of best and final offers if it is clearly in the State's best interest to do so and the OAG or designee makes a written determination of that fact. If discussions are reopened, the State may issue an additional request for best and final offers from all Respondents determined by the State to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the State may select for negotiations the offers that are most advantageous to the State, considering price or cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The State retains sole authority to determine whether contact with Respondents is for clarification or discussion.

1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected Respondent by appropriate officials of the State, contract negotiations will commence. The contract will be based primarily on the required clauses of the State as indicated in the State contract as appears in Attachment B of this document; secondly, on those required clauses by the Respondent that are acceptable to the State; and, additionally, on any desirable clauses that either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the OAG or designee, the UPD will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either both the Respondent and the State of Indiana execute a completed contract or the OAG determines that no acceptable alternative proposal exists.

1.12 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

1.13 TYPE AND TERM OF CONTRACT

The State of Indiana intends to sign a contract with one or more Respondent(s) to provide the services listed in this RFP. Split-bids will be considered.

The term of this contract shall begin April 1, 2006, and ending December 31, 2008.

1.14 CONTRACT OBLIGATIONS

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any Respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of the OAG before subcontracting any portion of the project's requirements. The Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials and such relationships must meet with the approval of the State.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

1.16 STATE OF INDIANA OBLIGATIONS

The State of Indiana accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

The State of Indiana creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole

discretion of the OAG. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and normally any or all portions of the Respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see UPD 1.15) will not be disclosed.

1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The State will not be responsible for any taxes levied on the Respondent as a result of the contract resulting from this RFP.

1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before Respondent can do business with the State, the Respondent must be registered with the Indiana Secretary of State. If Respondent does not have such registration at present, the Respondent should contact

Secretary of State of Indiana
Corporation Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary application form. It is each Respondent's responsibility to register prior to the initiation of any contract discussions.

1.21 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5-5-3, the OAG has determined that there is a reasonable expectation of minority and woman business enterprise participation in this contract. Therefore a contract goal of 3% minority business enterprise participation and 4% woman business enterprise participation has been established and all Respondents will be expected to comply with the regulation set forth in 25 IAC 5-5-3.

Compliance with these regulations will be taken into consideration during the evaluation phase of the RFP process.

1.22 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

In accordance with 25 IAC 5 1-8, the Respondent must submit within the proposal a Minority and Women's Business Enterprise participation plan or make an application for waiver from the contract goal. Failure to provide the minority and women's business participation plan or to make an application for waiver of the participation goal at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that the OAG and the Indiana Department of Administration reserve the right to verify all information included on minority and women's business enterprise participation plans and applications for waiver from the contract goal before making final determinations of the Respondent's responsiveness.

Additionally, the plan must show that there are racial minority owned enterprises and women owned enterprises participating in the contract. The participation can be, but is not limited to, a subcontractor or second tier participation with common suppliers such as office supplies, courier services and/or janitorial services. The Respondent submitting an offer must indicate the name of the racial and women owned firms that will participate in the award, a contact name and phone number, the service to be supplied and the specific dollar amount from this contract that will be directed toward each firm.

A Respondent can and must submit an application for a waiver if minority and women participation cannot be achieved. However, the Respondent is expected to demonstrate a good faith effort to meet the participation goal of 3% for minority participation and 4% for women owned business participation. A good faith effort consists of documenting the effort that was made to achieve the goal. The same information supplied on the plan must be supplied on a waiver. (See above paragraph) Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration to design a plan to meet established goals. The Minority Business and Women's Enterprise Division's website address is as follows: www.in.gov/idoa/minority.

By submission of the proposal, the Respondent thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority and Women's Business Enterprise Program. Questions involving the regulations governing the minority and women's business enterprise participation plan and the application for waiver from the contract goal should be directed to:

Minority Business and Women's Enterprise Division
Indiana Department of Administration
402 W. Washington St., Room W469
Indianapolis, IN 46204
(317) 232-3061

1.23 RECYCLED PRODUCTS

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP.

1.24 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.25 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered verbatim. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process all Respondents will be informed of the evaluation team's findings, according to the choice of notification they selected in Attachment C.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Respondent inquiry period ends	February 6, 2006
Final State responses to inquiries	February 10, 2006
Proposal submission date	February 23, 2006
Notice of discussions*	March 9, 2006
Discussions*	March 13, 2006
Request for best and final offers (BAFO)*	March 15, 2006
Receipt of best and final offers*	March 15, 2006
Proposal evaluation completed*	March 24, 2006
Notify selected Respondent	March 27, 2006
Contract negotiations begin*	March 27, 2006
Contract negotiations end*	March 31, 2006
Negotiated contract readied*	March 31, 2006
Contract signed by Respondent*	April 1, 2006
State review begins*	April 1, 2006
Receipt of State approval*	April 14, 2006

** These dates are subject to the determination of the need for discussions. If discussions are not required, the process could reach a completion date at least four weeks earlier than the listed date for contract signature.*

UPD TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this UPD. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- ♣ Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- ♣ The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific UPD titles as listed below.
- ♣ The State may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested products and services that meet the application requirements defined in UPD Three of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered meets all general conditions including the information requested in UPD 2.3.4, must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in UPD 2.2.1 of this RFP. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address.**

2.2.3 Respondent Notification Request

Attachment C provides Respondents an opportunity to indicate the preferred method of notification of the vendor selection made for this solicitation. Unless otherwise indicated, Respondents will be notified via e-mail. If there is no preference in this regard, Attachment C does not need to be submitted with the Respondent's proposal and notification will be made by e-mail.

It is the Respondent's obligation to notify the OAG of any changes in address that may have occurred since the origination of this solicitation. The OAG will not be held responsible for incorrect vendor/contractor addresses.

2.2.4 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as “optional.”

2.3.1 General

This optional UPD of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State’s successful acquisition of the products and services requested in this RFP.

2.3.2 Respondent Company Structure

The legal form of the Respondent’s business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this UPD. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This UPD must include the Respondent’s financial statement, such as an income statement or balance sheet, for each of the three most recently completed fiscal years. The financial statements must demonstrate the Respondent’s financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

2.3.4 Integrity of Company Structure and Financial Reporting

This UPD must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The State of Indiana will consider the information offered in this UPD to determine the responsibility of the offeror per IC 5-22-16-1(d).

Federal law H.R. 3763, the “Sarbanes Oxley Act of 2002” is NOT directly applicable to this acquisition, however, its goals and objectives were used to develop our mandatory areas of interest.

2.3.5 Facilities and Resources

The Respondent should include information with regard to the organization’s resources that it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of contractor and term of contract
- Conflict of Interest
- Direct Deposit
- Drug-free workplace provision and certification
- Ethics
- Funding Cancellation
- Property Rights in Products and Copyright Prohibition
- Non-collusion and Acceptance
- Non-discrimination clause
- Telephone Privacy Compliance

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a Respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the Respondent's option, be documented in this UPD of the Business Proposal. The Respondent's suggested language will be considered by the State during the contract negotiation process. The State's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written.

Attachment B also includes a number of desirable clauses that the State seeks to include in any contract resulting from this RFP but which it does not consider mandatory. For each of these desirable clauses, the Respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any language required by a Respondent that is unacceptable to the State may lead to the rejection of that Respondent's proposal.

2.3.7 Pricing and Charges

The State requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

Respondents must provide a cost-effective sample price proposal. Respondents must submit pricing as an all-inclusive, total cost.

2.3.8 References

The Respondent should include a list of at least six (6) clients for whom the Respondent has provided products and services that are the same or similar to those products and services requested in this RFP. Any state government for whom the Respondent has provided these products and services should be included; also to be included should be clients with locations near Indianapolis, as site visits may be arranged. Information provided should include the name,

address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information. The more similar the referenced products and services are to those requested in this RFP, a greater weight may be attached to the references in the State's evaluation process.

2.3.9 Registration to do Business

Selected out-of-state Respondents providing the products and/or services required by this RFP must be registered to do business within the state by the Indiana Secretary of State. The address contact information for this office may be found in UPD 1.20 of this RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this UPD of the proposal.

2.3.10 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This UPD shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.11 Subcontractors

The Respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See UPD 1.22 and Attachment A for Minority and Women Business information.

2.3.12 Respondent Contract Requirements

This UPD is optional. If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this UPD. For each clause included in this UPD, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the UPDs as described below. Every point made in each UPD must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced UPDs clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

Proposals must be responsive to and contain all of the following information:

2.4.1 General Information

Respondent's legal name, address, email, phone and fax numbers and year established.

Provide a brief history.

Respondent will dedicate at least three (3) staff members to this project.

Respondent demonstrates the ability to manage a selection of staff and subcontractors (if used).

Identify any services that may be subcontracted. Identify subcontractors.

State number of staff members and the range of services offered. Include names and resumes of all individuals who would directly manage the project and the work they currently perform for the Respondent.

2.4.2 Prior Experience

- Demonstrate the ability to identify, collect, sell, and remit proceeds of unclaimed property.
- Demonstrate extensive experience in similar or relevant audit and collection efforts.
- Describe in detail at least two (2) examples of similar projects undertaken. These must be examples of previously completed work.

2.4.3 Financial and References

- Identify three (3) current clients and a minimum of three (3) former clients, including contact names and phone numbers.
- Describe the method of handling accounts.
- Describe the transition process when and if personnel change on the project.
- Provide Respondent's standard fee structure.
- State total billings for the last calendar year.
- Submit a letter of reference from a financial institution.

2.4.4 Additional Information

- Discuss the approach the Respondent will utilize to identify, audit, collect, sell, and remit unclaimed property.

2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan or Waiver (Attachment A) must be included as part of the proposal. Respondents must indicate the name of the racial minority and woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the above mentioned goals (1.21) can not be achieved by directing proceeds from this contract toward racial minority and woman owned enterprises, the Respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to racial minority and/or woman owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

UPD THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State of Indiana has selected a group of three (3) OAG staff members to act as the proposal evaluation team. This team will be responsible for evaluating proposals with regard to compliance with RFP requirements and making a final recommendation. All evaluation personnel will use the evaluation criteria stated in UPD 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in UPD 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the OAG for further action, such as contract negotiations. If, however, the OAG decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, the OAG may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name.

3.2.1 Financial Stability (25 percent)

Respondent has been in business for at least five (5) years, has a line of credit of at least \$500 million, is financially stable, and is FDIC insured. Documents required to show financial stability include audited financial statements and reference letter from a financial institution.

3.2.2 Human Resources (5 percent)

Respondent will dedicate at least three (3) staff members to this project.

3.2.3 Management Ability (5 percent)

Respondent demonstrates the ability to manage a selection of staff and subcontractors (if used).

3.2.4 Qualifications (10 percent)

Respondent demonstrates the ability to provide securities liquidation and custody services.

3.2.5 Experience and Expertise (20 percent)

Respondent demonstrates experience and expertise in audit and collection efforts, demonstrates excellent reporting, and provides proficient communication when necessary.

3.2.6 Understanding of Needs (5 percent)

Respondent demonstrates an understanding of the needs of the UPD and the OAG as demonstrated in the proposal.

3.2.7 Pricing and Fee Structure (30 percent)

Respondent has a creative fee structure that will result in a contract that is cost-efficient for the State of Indiana.

3.2.8 Minority & Women's Business Participation Plan (pass/fail)

All proposals will be reviewed by members of the OAG. References may be contacted. It is possible that persons participating in the selection process will interview finalists. The Attorney General or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.